

UNOFFICIAL COPY

This instrument was prepared
by and, after recording,
return to:

Robert N. Sodikoff
Aronberg Goldgehn Davis &
Garmisa
330 North Wabash - Suite 3000
Chicago, Illinois 60611

Location:
Property commonly known as
1501 S. Laflin
Chicago, Illinois

Permanent Real Estate Tax

Index Nos.: 17-20-127-001-0000 Vol. 0597
17-20-127-002-0000 Vol. 0597
17-20-127-003-0000 Vol. 0597
17-20-127-004-0000 Vol. 0597
17-20-127-005-0000 Vol. 0597
17-20-127-006-0000 Vol. 0597
17-20-127-007-0000 Vol. 0597
17-20-127-008-0000 Vol. 0597
17-20-127-009-0000 Vol. 0597
17-20-127-010-0000 Vol. 0597
17-20-127-011-0000 Vol. 0597
17-20-127-012-0000 Vol. 0597
17-20-127-013-0000 Vol. 0597
17-20-127-014-0000 Vol. 0597
17-20-127-015-0000 Vol. 0597



Doc#: 0709244036 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2007 01:01 PM Pg: 1 of 4

Space above this line for Recorder's use only

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

**THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND
FIXTURE FINANCING STATEMENT is made and entered into effective as of the 1st day of
April, 2007 by and between LOOMIS-LAFLIN LOFTS, LLC, an Illinois limited liability
company having an address at c/o Lipe Property Company, 1850 North Milwaukee Avenue,
Chicago, Illinois 60647 ("Mortgagor"), and MIDWEST BANK AND TRUST COMPANY, an
Illinois banking corporation, with offices at 1601 North Milwaukee Avenue, Chicago, Illinois
60647 ("Mortgagee");**

RECITALS:

A. Mortgagor is indebted to Mortgagee as evidenced by a certain Mortgage Note dated March 31, 2006 ("Note") in the original principal amount of FOUR MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,900,000.00) made by Mortgagor to Mortgagee.

B. The Note is secured by, among other things, a Mortgage, Security Agreement and Fixture Financing Statement ("Mortgage") made by Mortgagor to Mortgagee and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 25, 2006 as Document No.

FIRST AMERICAN

File # _____

4

4/2

UNOFFICIAL COPY

0614520081, covering the premises described on Exhibit A attached hereto and incorporated herein by reference (the "Premises");

C. Mortgagor and Mortgagee wish to amend the Mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The Recitals set forth above are hereby incorporated herein and made a part hereof by reference thereto.
2. Effective as of the date hereof, the principal amount of the Note, which constitutes the indebtedness secured by the Mortgage, has been increased from FOUR MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,900,000.00) to FIVE MILLION ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$5,114,375.00) and all references in the Mortgage to the principal amount of the Note are hereby amended accordingly.
3. Effective as of the date hereof, the "Maturity Date" of the Note has been amended to be October 1, 2007 or such earlier date the entire Outstanding Principal Balance and accrued and unpaid interest on the Note, and any sums which are due and payable pursuant to the terms and provisions of the Note are due and payable by reason of the acceleration of the maturity of the Note.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. Except as expressly modified hereby, the terms of the Mortgage are and shall remain unmodified and in full force and effect.
5. Mortgagor acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Amendment.
6. This Amendment shall be effective as of the date first above written upon execution by the parties hereto. The date or dates of the acknowledgements indicate the date(s) of execution of this Amendment but execution is as of the above date, and for purposes of identification and reference the date of this Amendment is the above date.

[Signature page follows.]

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 TO 25, INCLUSIVE IN BLOCK 14 IN SAMPSON AND GREEN'S SUBDIVISION OF BLOCK 2 TO 6 AND 11 TO 14 ALL INCLUSIVE IN SAMPSON AND GREEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST ½ OF SAID TRACT), ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1501 S. Laflin Street, Chicago, Illinois

P.I.N.: 17-20-127-001-0000 VOL. 0597
17-20-127-002-0000 VOL. 0597
17-20-127-003-0000 VOL. 0597
17-20-127-004-0000 VOL. 0597
17-20-127-005-0000 VOL. 0597
17-20-127-006-0000 VOL. 0597
17-20-127-007-0000 VOL. 0597
17-20-127-008-0000 VOL. 0597
17-20-127-009-0000 VOL. 0597
17-20-127-010-0000 VOL. 0597
17-20-127-011-0000 VOL. 0597
17-20-127-012-0000 VOL. 0597
17-20-127-013-0000 VOL. 0597
17-20-127-014-0000 VOL. 0597
17-20-127-015-0000 VOL. 0597